

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

77960

THIS AGREEMENT is entered into 27 July, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In an effort to encourage alternative methods of public transportation, the State and the City desire to participate in establishing a "park & ride" facility at the vicinity of the southwest corner of I-17 and Bell Road, as detailed on Attachment A (Exhibit I and II), which is attached hereto and made part hereof. The State will provide a portion of the real property and the City will construct the parking facility and other amenities.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22540  
Filed with the Secretary of State  
Date Filed: 07/27/98

Betsy Bayless  
Secretary of State

By Nicky D. Greenwood

## II. SCOPE

### 1. The State will:

a. As part of a joint project, provide the City use of the real property as described in attachment A for as long as the property is utilized as a park and ride facility.

b. Review City development plans, specifications, engineering and such documents necessary to construct the park and ride facility, and provide comments to the City as appropriate.

c. In addition to other bus ingress and egress within the site, buses will be granted full access to the site by way of the freeway frontage road, as depicted on attached Exhibits I, II and III. Then, after passenger loading (at the loading platform parallel to the frontage road), full access to the southbound freeway slip ramp and onto the freeway.

d. Ensure that busses and commuters using the Park and Ride Facility will be able to enter and exit the site from the Bell Road access drive illustrated on Attachment A (Exhibit I, II and III). At a minimum, access for vehicles will be eastbound right-in and right-out and westbound left-in.

e. Retain ownership of the real property.

### 2. The City will:

a. Provide plans, specifications, engineering and such other documents and services required to construct the park and ride facility. Incorporate State review comments.

b. Call for bids and award one (1) or more construction contract(s) for the facility. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation.

c. Upon completion, approve and accept the park and ride facility.

d. Be responsible for the operation and maintenance of the Park and Ride facility and all costs associated therewith, including, but not limited to, utility costs such as electrical energy, water, etc.

e. Provide signage to ensure that State owned land is not used for any purpose other than a park and ride facility.

## III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for nine (9) successive periods of five (5) years unless the City uses the premises for other than a park and ride facility. The effective period of this agreement may be shortened or extended by mutual consent of the parties hereto.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. If the City constructs or causes to be constructed a commercial enterprise that generates revenue that exceeds an amount necessary to defray the costs of construction and maintenance of the park and ride facility, then the State will be entitled to forty five (45) per cent of the excess revenue, which percentage represents the State's contribution to the overall facility.
7. Neither party may assign their rights and obligations under this agreement without the prior written consent of the other and any attempt to assign without such prior written consent shall be void. This requirement for prior written consent shall not apply to, and consent is hereby given to, an assignment made to a public entity who becomes a successor to the City in providing mass transit services to the public. Such public entity shall be bound by the terms and conditions of this agreement.
8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:  
  
Department of Transportation  
Right of Way Group  
Property Management Section  
205 South 17 Avenue, MD 612E  
Phoenix, AZ 85007  
  
City of Phoenix  
Public Transit Department  
302 North 1st Avenue, 7th Floor  
Phoenix, AZ 85003-1564
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
NEAL E. MANSKE  
Director, Public Transit Department

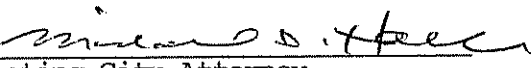
By   
A. WAYNE COLLINS  
Deputy State Engineer

ATTEST

By 

**ACTING** City Clerk


APPROVED AS TO FORM

By   
Acting City Attorney

RESOLUTION

BE IT RESOLVED on this 14th day of November 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Phoenix to provide land on the Southwest Quadrant of I-17 and Bell Road on which the City will construct a Park and Ride facility.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

ORDINANCE NO. S 2 4 2 1 5

AN ORDINANCE AUTHORIZING THE CITY  
MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
STATE OF ARIZONA DEPARTMENT OF  
TRANSPORTATION (ADOT) FOR THE USE AND  
POSSESSION OF A PARCEL OF LAND LOCATED AT  
THE SOUTHWEST QUADRANT OF THE BELL ROAD  
AND INTERSTATE 17 INTERSECTION.

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WHEREAS, on January 7, 1997, the City Council approved a site at the southwest quadrant of the Bell Road and Interstate 17 intersection for use as a Park-and-Ride facility and directed staff to develop the necessary intergovernmental agreements with ADOT so that State- and City-owned land at the site could be jointly used for that purpose; and,

WHEREAS, the State of Arizona and the City of Phoenix have agreed upon the City's use of a 2.5 acre State-owned parcel, together with a 3.0 acre City-owned parcel for use as a Park-and-Ride facility with each party retaining ownership of their respective parcels; and,

WHEREAS, City will construct, operate and maintain the Park-and-Ride facility with funding from Federal and local sources; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager, or his designee, be, and they are hereby, authorized to enter into an intergovernmental agreement with the State of Arizona Department of Transportation (ADOT) for the use of a 2.5 acre State-owned parcel, located in the southwest quadrant of the Bell Road and Interstate 17 intersection, as a Park-and-Ride facility.

SECTION 2. The terms of such agreement shall include, but not be limited to: (1) the City's use of the State-owned parcel shall be for not less than fifty (50) years, at no cost to City, as long as the City continues to operate the site as a Park-and-Ride facility; (2) ADOT will retain ownership of the parcel; and, (3) such other terms as the parties may be necessary and appropriate.

PASSED by the Council of the City of Phoenix this 19 day of February,

1997.

Peggy A. Bultman  
VICE MAYOR

ATTEST:

Ticky Miel City Clerk

APPROVED AS TO FORM:

[Signature] **ACTING**  
City Attorney

REVIEWED BY:

[Signature] City Manager

ASM:bjt

C.M. #21 02/19/97

\\ODMA\SOFTSOL\311\FAPP\1030\0

## ATTACHMENT "A" JPA 96-174

### Parcel Description – Proposed ADOT Parcel Section 2 (Exhibit "I")

A parcel of land lying within Section 2, Township 3 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 2;

**THENCE** along the north line of said section, South 89°00'36" West, a distance of 509.80 feet, to the westerly right-of-way line of Black Canyon Freeway (Interstate I-17) as depicted on the Final Plat of Arizona Business Park, as recorded in Book 214, page 26, M.C.R.;

**THENCE** leaving said north line along said westerly right-of-way line, South 00°59'24" East, a distance of 56.12 feet, to the **POINT OF BEGINNING**;

**THENCE** leaving said westerly right-of-way line, North 88°56'50" East, a distance of 11.03 feet to a point hereinafter referred to as **POINT "A"**;

**THENCE** South 83°46'49" East, a distance of 127.53 feet to a point hereinafter referred to as **POINT "B"**;

**THENCE** North 89°37'19" East, a distance of 187.94 feet, to the beginning of a curve;

**THENCE** easterly along said curve, having a radius of 93.79 feet, concave southerly through a central angle of 44°14'35", a distance of 72.43 feet, to a point of intersection with a non-tangent line;

**THENCE** South 64°31'10" East, a distance of 17.16 feet, to the beginning of a non-tangent curve;

**THENCE** southeasterly along said curve, having a radius of 254.87 feet, concave westerly, whose radius bears South 59°14'01" West, through a central angle of 18°29'23", a distance of 82.25 feet, to a point of intersection with a non-tangent curve;

**THENCE** southerly along said curve, having a radius of 812.35 feet, concave northeasterly, whose radius bears North 69°52'19" East, through a central angle of 07°14'14", a distance of 102.61 feet, to a point hereinafter referred to as **POINT "C"** intersecting with a non-tangent line;

**THENCE** South 22°31'08" East, a distance of 177.51 feet to a point hereinafter referred to as **POINT "D"** on the east line of said section; which bears South 04°48'27" East, a distance of 446.43 feet, from the northeast corner of said Section 2;

**THENCE** along said east line, South 04°48'27" East, a distance of 300.35 feet, to a point on said westerly right-of-way line;

**THENCE** leaving said east line along said westerly right-of-way line, North 33°00'32" West, a distance of 623.00 feet;

**THENCE** North 74°43'09" West, a distance of 238.77 feet;

**THENCE** North 00°59'24" West, a distance of 93.88 feet, to the **POINT OF BEGINNING**.

There shall be no right or easement of access to or from Interstate 17 (PHOENIX – CORDES JUNCTION HIGHWAY), provided however, that access shall be permitted by way of the Bell Road traffic interchange between Point "A" and Point "B" described above and provided further, that Public Transit access from the highway Southbound On-Ramp/Frontage Road shall be permitted between Point "C" and Point "D" described above.

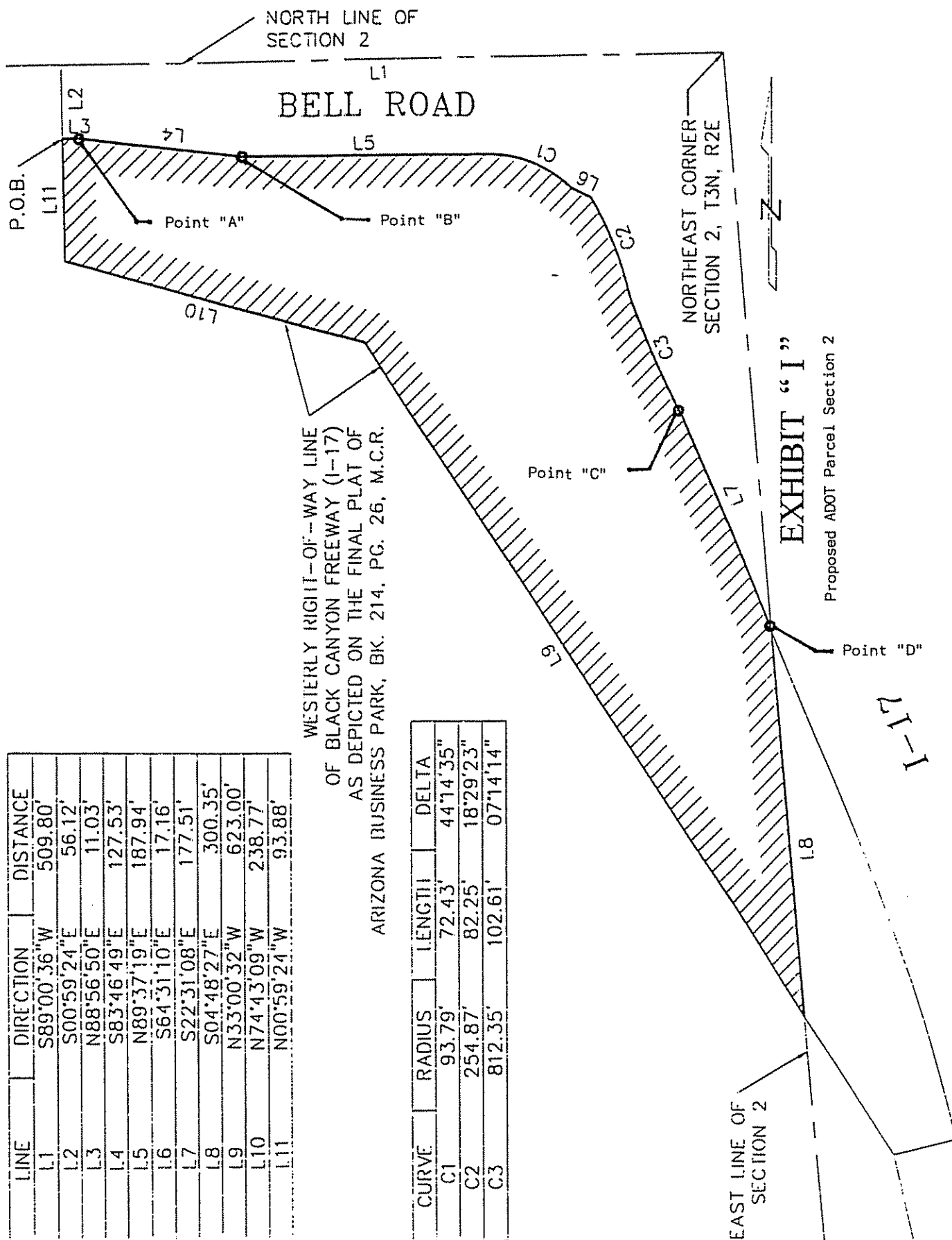
Containing 2.8124 acres, or 122,506 square feet of land, more or less.

Subject to existing rights-of-way and easements.

LINE	DIRECTION	DISTANCE
L1	S89°00'36"W	509.80'
L2	S00°59'24"E	56.12'
L3	N88°56'50"E	11.03'
L4	S83°46'49"E	127.53'
L5	N89°37'19"E	187.94'
L6	S64°31'10"E	17.16'
L7	S22°31'08"E	177.51'
L8	S04°48'27"E	300.35'
L9	N33°00'32"W	623.00'
L10	N74°43'09"W	238.77'
L11	N00°59'24"W	93.88'

CURVE	RADIUS	LENGTH	DELTA
C1	93.79'	72.43'	44°14'35"
C2	254.87'	82.25'	18°29'23"
C3	812.35'	102.61'	07°14'14"

WESTERLY RIGHT-OF-WAY LINE  
OF BLACK CANYON FREEWAY (I-17)  
AS DEPICTED ON THE FINAL PLAT OF  
ARIZONA BUSINESS PARK, BK. 214, PG. 26, M.C.R.



## **Parcel Description – Proposed ADOT Parcel Section 1 (Exhibit “II”)**

A parcel of land lying within Section 1, Township 3 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 1 said point also being the northeast corner of Section 2 of said Township;

**THENCE** along the north line of said Section 2, South 89°00'36" West, a distance of 509.80 feet, to the westerly right-of-way line of Black Canyon Freeway (Interstate I-17) as depicted on the Final Plat of Arizona Business Park, as recorded in Book 214, page 26, M.C.R.;

**THENCE** leaving said north line along said westerly right-of-way line, South 00°59'24" East, a distance of 56.12 feet;

**THENCE** leaving said westerly right-of-way line, North 88°56'50" East, a distance of 11.03 feet;

**THENCE** South 83°46'49" East, a distance of 127.53 feet;

**THENCE** North 89°37'19" East, a distance of 187.94 feet, to the beginning of a curve;

**THENCE** easterly along said curve, having a radius of 93.79 feet, concave southerly through a central angle of 44°14'35", a distance 72.43 feet, to a point of intersection with a non-tangent line;

**THENCE** South 64°31'10" East, a distance of 17.16 feet, to the beginning of a non-tangent curve;

**THENCE** southeasterly along said curve, having a radius of 254.87 feet, concave westerly, whose radius bears South 59°14'01" West, through a central angle of 18°29'23", a distance of 82.25 feet, to a point of intersection with a non-tangent curve;

**THENCE** southerly along said curve, having a radius of 812.35 feet, concave northeasterly, whose radius bears North 69°52'19" East, through a central angle of 07°14'14", a distance of 102.61 feet, to a point of intersection with a non-tangent line;

**THENCE** South 22°31'08" East, a distance of 177.51 feet, to a point hereinafter referred to as **POINT “D”** on the west line of said Section 1, which bears South 04°48'27" East, a distance of 446.43 feet, from the northwest corner of said Section 1 and the **POINT OF BEGINNING**;

**THENCE** leaving said west line, continuing South 22°31'08" East, a distance of 172.19 feet to a point hereinafter referred to as **POINT “E”**, to the beginning of a non-tangent curve;

**THENCE** southeasterly along said curve, having a radius of 1504.41 feet, concave westerly, whose radius bears South 67°25'26" West, through a central angle of 09°26'04", a distance of 155.19 to a point hereinafter referred to as **POINT “F”**;

**THENCE** continuing southeasterly along said curve, a distance of 92.53 feet to a point hereinafter referred to as **POINT “G”** intersecting with a non-tangent line;

**THENCE** South 76°51'30" West, a distance of 48.83 feet, to said westerly right-of-way line;

**THENCE** along said westerly right-of-way line, North 33°00'32" West, a distance of 126.86 feet, to said west line;

**THENCE** leaving said westerly right-of-way line along said west line, North 04°48'27" West, a distance of 300.35 feet, to the **POINT OF BEGINNING**.

**There shall be no right or easement of access to or from Interstate 17 (PHOENIX – CORDES JUNCTION HIGHWAY), provided however, that Public Transit access from the highway Southbound On-Ramp/Frontage Road shall be permitted between Point “D” and Point “E” described above and provided further, that Public Transit access to the highway Southbound Slip-Ramp/Frontage Road shall be permitted between Point “F” and Point “G” described above.**

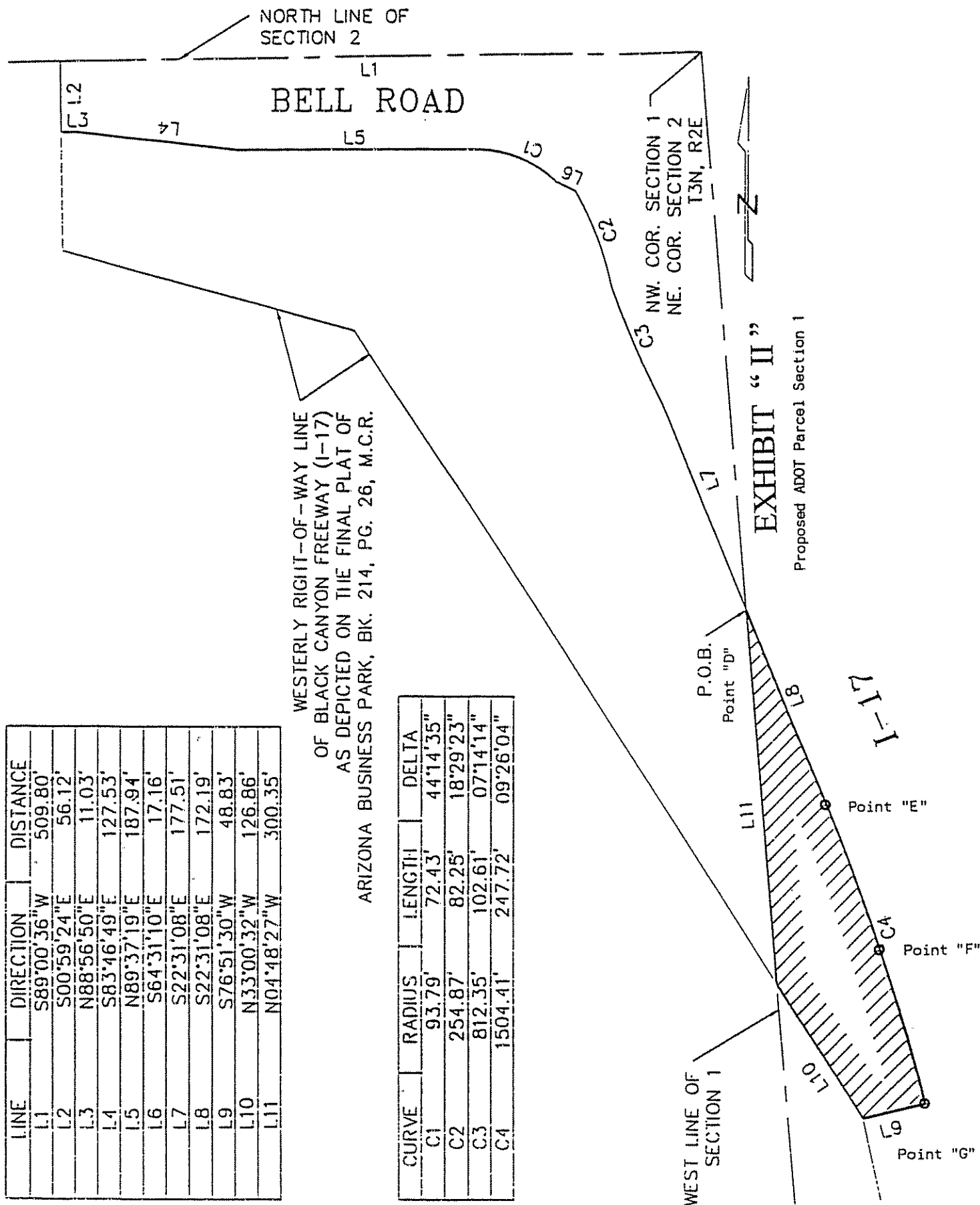
Containing 0.4991 acres, or 21,743 square feet of land, more or less.

Subject to existing rights-of-way and easements.

LINE	DIRECTION	DISTANCE
L1	S89°00'36"W	509.80'
L2	S00°59'24"E	56.12'
L3	N88°56'50"E	11.03'
L4	S83°46'49"E	127.53'
L5	N89°37'19"E	187.94'
L6	S64°31'10"E	17.16'
L7	S22°31'08"E	177.51'
L8	S22°31'08"E	172.19'
L9	S76°51'30"W	48.83'
L10	N33°00'32"W	126.86'
L11	N04°48'27"W	300.35'

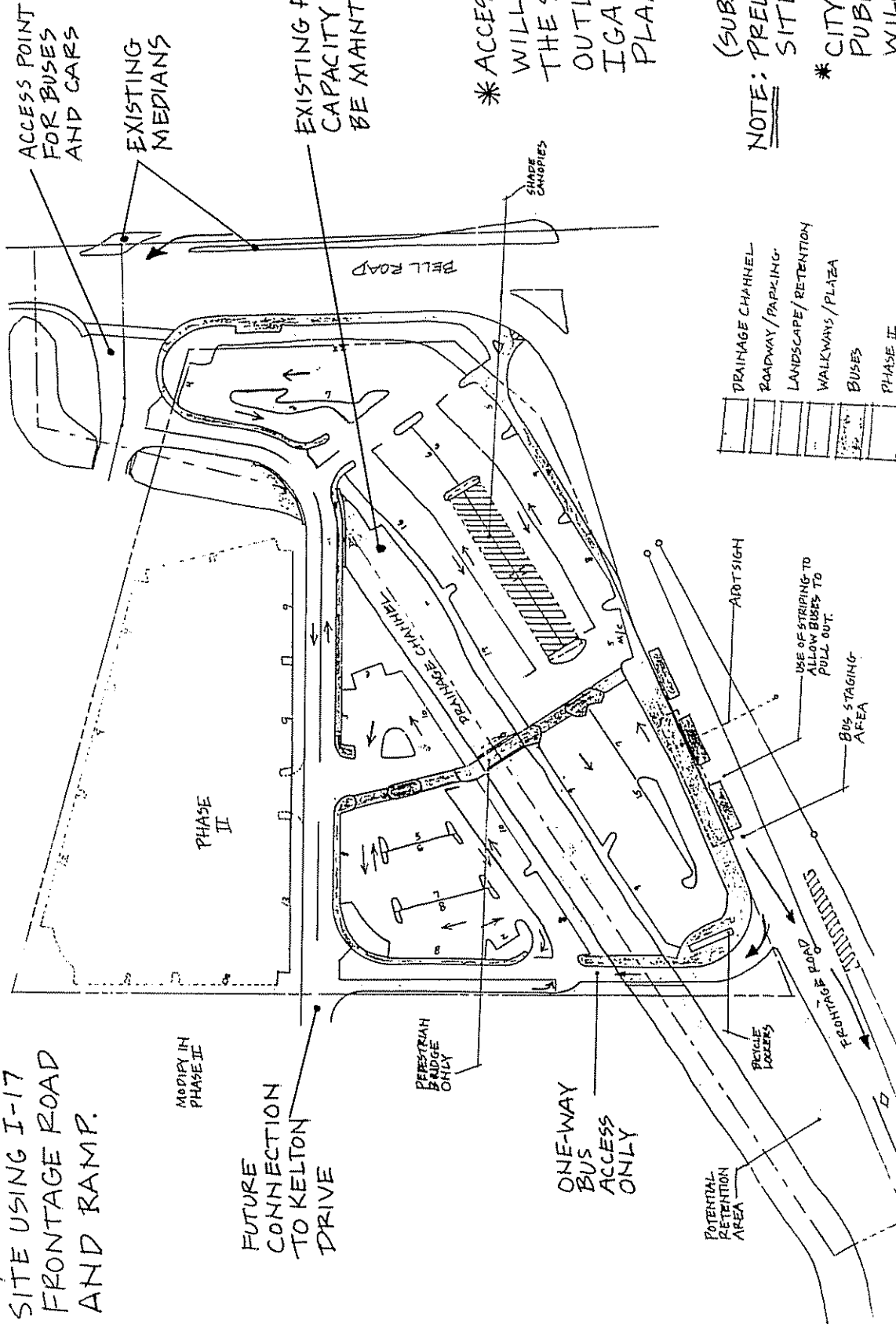
CURVE	RADIUS	LENGTH	DELTA
C1	93.79'	72.43'	44°14'35"
C2	254.87'	82.25'	18°29'23"
C3	812.35'	102.61'	07°14'14"
C4	1504.41'	247.72'	09°26'04"

WESTERLY RIGHT-OF-WAY LINE  
OF BLACK CANYON FREEWAY (I-17)  
AS DEPICTED ON THE FINAL PLAT OF  
ARIZONA BUSINESS PARK, BK. 214, PG. 26, M.C.R.



\* AUTOS WILL NOT HAVE ACCESS TO/FROM THE SITE USING I-17 FRONTAGE ROAD AND RAMP.

SHOPPING CENTER



\* ACCESS POINTS WILL REMAIN THE SAME AS OUTLINED IN IGA AND CONCEPT PLAN.

(SUBJECT TO CHANGE)  
NOTE: PRELIMINARY SITE PLAN.

\* CITY OF PHOENIX PUBLIC TRANSIT WILL COORDINATE WITH ADOT DURING DESIGN PROCESS.

1/28/18

HOV SLIP RAMP ENTRANCE

EXHIBIT "III"

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5th day of May, 1998

Michael D. Hare

**ACTING** City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0165TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 16, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/13772

Enc.